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26 Attorneys for Defendants  
27 AVENTUS OUTREACH, LLC; OLIVER  
28 DAWOUD; AVENTUS BIO LABS,  
INC., and AVENTUS HEALTH, LLC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

NOCHER ENTERPRISES, INC., a  
California corporation,

Plaintiff,

v.

AVENTUS OUTREACH, LLC;  
OLIVER DAWOUD; AVENTUS BIO  
LABS, INC., and AVENTUS HEALTH,  
LLC

Defendants.

Case No.: 2:18-cv-3897 RSWL (JEMx)

**STIPULATED PROTECTIVE  
ORDER**

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1 produced or generated in response to discovery directed towards a party or non-  
2 party in this matter.

3 4. Designating Party: “Designating Party” means a Party or non-party that  
4 designates materials or disclosures produced or utilized in this litigation by any  
5 Party or any third party (pursuant to subpoena or otherwise), as Confidential  
6 Material.

7 5. Receiving Party: “Receiving Party” means a Party to this action and all  
8 employees, agents and directors (other than Counsel) of the Party, who receives  
9 Discovery Material.

10 6. Producing Party: “Producing Party” means a Party or non-party that  
11 produces or discloses Discovery Material in this action.

12 7. Confidential Material: “Confidential Material” means the following:  
13 (1) material which has not been made public and includes identifiable information  
14 about patients which is subject to the protection of the Health Insurance Portability  
15 and Accountability Act of 1996 (“HIPAA”), or other similar statutory or regulatory  
16 privacy protections; (2) material which has not been made public and which  
17 contains confidential and proprietary information or trade secrets of the parties, the  
18 release of which the designating party reasonably believes in good faith would harm  
19 its business; (3) material which has not been made public and which is protected  
20 from disclosure by federal or state constitutional, statutory and common law,  
21 including, but not limited to, rights of privacy of the parties to this stipulation and of  
22 third parties; and/or (4) material with other similar statutory or regulatory privacy  
23 protections, or information which concerns or relates to the Parties’ business  
24 practices and falls within Federal Rule of Civil Procedure 26(c)(1)(G).

25 8. Protected Material: “Protected Material” means any Discovery  
26 Material, and any document embodying or disclosing the contents of such Discovery  
27 Material that is designated as “Confidential” in accordance with the terms of this  
28 Protective Order.

1           **DESIGNATION OF DISCOVERY MATERIAL AS CONFIDENTIAL**

2           9.     Criteria for Classification

3           Any party or non-party who produces Discovery Material in this action may  
4 designate such material as “Confidential” in accordance with the provisions of this  
5 Protective Order so long as they believe in good faith that the information so  
6 designated meets the definition of “Confidential Material” set forth in this Protective  
7 Order.

8           10.   Time of Designation

9           Unless otherwise agreed between counsel for the parties, or as otherwise  
10 specified herein, the designation of Discovery Material as “Confidential” shall be  
11 made at the following times:

12                 a.     For documents or things at the time of the production of the  
13 documents or things;

14                 b.     For declarations, correspondence, expert witness reports, written  
15 discovery responses, court filings, pleadings, and other documents, at the time of the  
16 service or filing, whichever occurs first;

17                 c.     For testimony, at the time such testimony is given by a statement  
18 designating the testimony as “Confidential” made on the record or within 10 days  
19 after receipt of the transcript of the deposition as set forth herein.

20           If Discovery Material is designated as Confidential after the production of  
21 documents, each party maintaining custody of such documents shall protect their  
22 confidentiality notwithstanding the fact that they have not been marked  
23 “Confidential.”

24           11.   Manner Of Designation

25           The designation of Discovery Material as “Confidential” shall be made in the  
26 following manner:

27                 a.     For documents, by placing the notation “Confidential” or similar  
28 legend on each page of such document;

1           b. For tangible things, by placing the notation "Confidential" on the  
2 object or container thereof or if impracticable, as otherwise agreed by the parties;

3           c. For declarations, correspondence, expert witness reports, written  
4 discovery responses, court filings, pleadings, and any other documents containing  
5 Confidential Material, by placing the notation "Confidential" both on the face of  
6 such document and on any particular designated pages of such document; and

7           d. For testimony, by orally designating such testimony as being  
8 "Confidential" at the time the testimony is given. Alternatively, if a question asked  
9 at a pretrial deposition calls for an answer containing "Confidential Material", or if  
10 the question contains "Confidential Material," counsel for the party seeking  
11 confidential treatment of that information shall within 10 days after receipt of the  
12 transcript of the deposition notify all other counsel on the record or in writing that  
13 the information provided in such answer or question is considered Confidential  
14 Material and designate the specific portions or the entirety of the transcript of such  
15 deposition, which shall thereafter be subject to the provisions of this Order. Prior to  
16 the expiration of this 10 day period deposition transcripts will be considered  
17 conditionally confidential and will be treated as Confidential Material. Thereafter,  
18 the original and all copies of the "Confidential" portions of the transcript of any  
19 such testimony shall be separately bound and marked by the Court Reporter with an  
20 appropriate legend and shall be disclosed only in accordance with the provisions of  
21 this Protective Order.

22           12. Resolution of Disputes Regarding Designation

23           a. The acceptance by a party of Discovery Material marked as  
24 "Confidential" shall not constitute an admission or concession or permit an  
25 inference that such designation is appropriate. However, Discovery Material  
26 marked as Confidential shall be treated as designated unless the receiving party  
27 follows the following procedures to remove, change or otherwise declassify the  
28 designation:

1           b. If a Receiving Party at any time wishes to have the  
2 “Confidential” designation of any particular Discovery Material removed or  
3 changed, that party shall first request in writing that the designating party or non-  
4 party remove its designation and state the reason(s) therefor. Within ten (10)  
5 business days of the receipt of such request, counsel for the party seeking  
6 confidential treatment shall respond in writing to any such notification by either (1)  
7 withdrawing such designation, or (2) stating that it refuses to do so and the reason(s)  
8 for its refusal. Within ten (10) days following such response, the parties will meet  
9 and confer on whether the material designated as Confidential should be considered  
10 Confidential. If the party or non-party designating the Discovery Material as  
11 Confidential refuses to agree to remove or change the designation, then the party  
12 requesting the designation may move the Court within ten (10) business days for an  
13 order designating the material as “Confidential;” provided, however, that the  
14 designating party shall have the burden of proving that such particular Discovery  
15 Material is properly designated as “Confidential.” If the party seeking  
16 confidentiality seeks Court approval within ten (10) business days of giving notice  
17 that it considers the meet and confer process to have failed and sets the hearing to  
18 obtain Court approval no more than 24 days (or if that is not possible due to the  
19 Court’s calendar, the soonest hearing date made available by the Court) after filing  
20 and service of such motion, the parties shall treat the Discovery Material as  
21 originally designated until the motion is decided by the Court.

22           13. Inadvertent Disclosure

23           a. Confidential Material not designated as “Confidential” and  
24 produced through mistake or inadvertence shall nevertheless be deemed  
25 “Confidential” upon notice of such mistake or inadvertent production.

26           b. Where a Producing Party has inadvertently produced a document  
27 that the Producing Party later claims should not have been produced because of  
28 privilege, the Producing Party may request the return of any such document by

1 making a written request within 15 days of discovering that it was inadvertently  
2 produced. A request for the return of any document shall identify the document by  
3 Bates number and the basis for asserting the document (or portions thereof) is  
4 privileged and the date of discovery of the inadvertent production. If a Producing  
5 Party requests the return of any such document from another party, the party to  
6 whom the request is made shall within 10 days return to the Producing Party all  
7 copies of the document within its possession, custody, or control (including but not  
8 limited to all copies in possession of any experts or consultants) or shall contest the  
9 claim of privilege or inadvertent production. In the event the Receiving Party  
10 contests the claim of privilege or inadvertent production, the Receiving Party may  
11 file and serve a motion or other application acceptable by the Court within 10 days  
12 after receiving the receiving parties' statement contesting the Producing Party's  
13 claim of privilege or inadvertent disclosure to obtain a judicial determination that  
14 the document is not privileged and shall set the hearing date on such motion for  
15 hearing no more than 24 days (or if that is not possible due to the Court's calendar,  
16 the soonest hearing date made available by the Court) after filing and service of such  
17 motion. Until such a judicial determination is made, the alleged privileged  
18 document shall be afforded privileged status.

19  
20 **DISCLOSURE OF PROTECTED MATERIAL**

21 14. Disclosure to Qualified Persons

22 Protected Material may be disclosed and copies may be provided by the  
23 Receiving Party only to the following "qualified persons":

24 a. The receiving party's counsel, both in-house and outside counsel  
25 (including the paralegal, clerical, and secretarial staff employed by such counsel) in  
26 this matter;

27 b. Party representatives or employees whose assistance is required  
28 by counsel for the purposes of this litigation, including but not limited to, an officer,

1 director, or employee of a party deemed necessary by counsel to aid in the  
2 prosecution, defense, or settlement of this action;

3 c. Any non-party support services including, but not limited to,  
4 outside copying services, document imaging and database services, graphics and  
5 design services, jury and trial consulting services (including mock jurors), court  
6 reporters and any other non-expert related support personnel whose services are  
7 reasonably necessary to assist outside counsel of record in connection with this  
8 action;

9 d. Expert witnesses or consultants retained by the receiving party or  
10 its respective attorneys in connection with this action (together with their clerical  
11 staff);

12 e. The Court, its clerks and employees, and any court reporter  
13 retained to record proceedings before the Court in which event such information  
14 shall be filed under seal; and

15 f. Any other person as to whom the parties agree in writing.

16 It shall be the responsibility of Counsel to provide copies of this Protective  
17 Order to qualified persons receiving Protected Material, and to maintain compliance  
18 with this Protective Order.

19 15. Additional Authorized Disclosure

20 Notwithstanding any other provisions of this Protective Order, Protected  
21 Material may be disclosed and copies may be provided:

22 a. To persons who can be shown from the face of the document to  
23 have authored, prepared, or received the Protected Material;

24 b. To any other persons with the prior written consent of the party  
25 or non-party that designated the Protected Material as "Confidential;"

26 c. To any other persons with the prior authorization of the Court;  
27 and  
28

1 d. To any other persons who have previously seen such Protected  
2 Material.

3 16. Use of Protected Material During Deposition

4 Notwithstanding any other provision of this Protective Order, Protected  
5 Material may be disclosed and used as follows:

6 a. A Party or present employee of a Party may be examined and  
7 may testify concerning all Protected Material produced by that Party;

8 b. A former employee of a Party may be examined and may testify  
9 concerning all Protected Material produced by that Party to which that former  
10 employee has knowledge or which pertains to the period or periods of his or her  
11 employment.

12 c. Non-parties may be examined and may testify concerning any  
13 document containing Protected Material of a Producing Party which appears on its  
14 face or from other documents or testimony to have been prepared by, received by,  
15 known by or communicated to the non-party (other than through inadvertent  
16 disclosure).

17 **USE OF PROTECTED MATERIAL**

18 Protected Material may be used as follows:

19 17. Protected Material, including all information derived therefrom, and all  
20 copies, summaries, abstracts, excerpts, and descriptions of such material, shall be  
21 held in confidence by the receiving party, shall be used only by persons permitted  
22 access to it under this Protective Order, shall not be disclosed by the Receiving  
23 Party to any Party or person not entitled under the terms of this Protective Order to  
24 have access to such material, and shall not be used for any purpose other than in  
25 connection with this action.

26 18. Where any Confidential Material, or information derived from  
27 Confidential Material is included in any papers filed with the Court, the parties will  
28 comply with Federal Rule of Civil Procedure 5.2, or similar state, local federal, or

1 applicable bankruptcy rules and procedures for filing records under seal. This  
2 procedure includes, but is not limited to, a written application by the party seeking  
3 to file such Protected Material under seal and a proposed order which shall be  
4 presented to the Court along with the document submitted for filing under seal. The  
5 proposed order shall address both the sealing of the application and order itself, if  
6 appropriate. The original and Court's copy of the document shall be sealed in  
7 separate envelopes with a copy of the title page attached to the front of each  
8 envelope, and bearing the caption of this case and a notice substantially as follows:

9  
10 **CONFIDENTIAL - SUBJECT TO PROTECTIVE  
ORDER**

11 This envelope or container holds Confidential  
12 information filed under seal pursuant to a protective  
order and is not to be opened except by direction of  
the Court.

13 19. Conformed copies need not be placed in sealed envelopes. Where  
14 under-seal filings are authorized by statute or rule, the authority therefor shall  
15 appear on the title page of the proposed filing. No sealed or confidential record of  
16 the Court maintained by the Clerk shall be disclosed except upon written order of  
17 the court.

18 20. This Order shall constitute a standing Order that the above procedure  
19 shall apply to all documents and filings in this case, including discovery motions,  
20 notwithstanding any contrary language in the Federal Rules of Civil Procedure  
21 and/or Federal Rules of Bankruptcy Procedure.

22 21. Protected Material may be used in testimony at trial, offered into  
23 evidence at trial and/or at hearings on motions, used to support or oppose any  
24 motion in this action and used to prepare for and conduct discovery in this action  
25 subject to the restrictions in this Protective Order.

26 22. The parties shall provide each other with a list of the other party's  
27 Protected Material that the party intends to use at trial, or in connection with any  
28 appeal of this action, at such time as the list of exhibits is ordered by the Court to be

1 exchanged among the parties, except those documents to be used for impeachment  
2 purposes. Nothing in this paragraph prevents the use of any documents for  
3 impeachment or rebuttal subject to the terms and conditions of this Protective Order.  
4 The parties shall then meet and confer regarding the procedures for use of such  
5 identified Protected Material at trial and shall move the Court for entry of an  
6 appropriate order if required.

7 23. Nothing in this Protective Order shall affect the admissibility into  
8 evidence of Protected Material, or abridge the rights of any person to seek judicial  
9 review or to pursue other appropriate judicial action with respect to any ruling made  
10 by the Court concerning the issue of the status of Protected Material. This  
11 Protective Order is without prejudice to any party seeking an Order from this Court  
12 imposing further restrictions on the dissemination of Protective Material, or seeking  
13 to rescind, modify, alter, or amend this Protective Order with respect to specific  
14 information. Nothing in this Protective Order shall prevent any designating party  
15 from using or disclosing its own Protected Material as it deems appropriate.

16 24. The designation of Discovery Material as "Confidential" by a Party or  
17 the failure by a Party to object to the designation of Discovery Material as  
18 "Confidential" shall be not deemed a conclusive determination or admission that  
19 such material constitutes a trade secret of the Producing Party.

20 25. Nothing herein shall be construed to prevent disclosure of Confidential  
21 Material if such disclosure is required by law or by order of the Court. However, if  
22 another court or administrative agency subpoenas or orders production of  
23 Confidential Material that a party has obtained under the terms of this Order, such  
24 party shall promptly notify the party or another person designating the document as  
25 Confidential or of the pendency of the subpoena or order and shall not produce the  
26 Confidential Material or until the designating party or person has had a reasonable  
27 time to object or otherwise to take appropriate steps to protect the Confidential  
28 Material.

1           **RETURN OF DOCUMENTS OR INFORMATION**

2           26.     No later than one hundred twenty (120) days after conclusion of this  
3 litigation,<sup>1</sup> each Receiving Party or other individuals subject to this Protective Order  
4 shall be under an obligation to destroy or return to the designating party any  
5 Protected Material subject to this Protective Order that is in his or her possession,  
6 custody or control, including all copies thereof. Notice of the destruction or return  
7 of any such Protected Material shall be made by Counsel in writing, and notice of  
8 receipt thereof shall be acknowledged in writing. Notwithstanding the foregoing  
9 provisions of this Paragraph, receiving counsel shall be entitled to retain all  
10 litigation documents containing Protected Material which become part of the record  
11 of this action, including pleadings, briefs, and exhibits.

12           **RIGHT TO FURTHER RELIEF**

13           27.     Nothing in this Protective Order shall abridge the right of any person to  
14 seek modification or amendment of this Order from the other Party or the Court.

15  
16           **RIGHT TO ASSERT OTHER OBJECTIONS**

17           28.     This Protective Order shall not be construed as waiving any right to  
18 assert a claim of privilege, relevance, or other grounds for not producing Discovery  
19 Material.

20           **SURVIVAL**

21           29.     All obligations and duties arising under this Protective Order shall  
22 survive the termination of this action. The Court retains jurisdiction over the parties  
23 hereto and all non-party recipients of Confidential Material with respect to any  
24  
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26           <sup>1</sup>As used herein, "conclusion of this litigation" is defined as the date on which this matter is settled  
27 by way of enforceable agreement or on which all appeals and rights to appeal have been  
28 exhausted, whichever is earlier.

1 dispute regarding the improper use of Protected Material disclosed pursuant to this  
2 Protective Order.

3 **NO WAIVER OF SPECIALLY APPEARING DEFENDANTS' RIGHT**  
4 **TO CHALLENGE JURISDICTION IN THIS COURT**

5 30. Plaintiff acknowledges that at the time of this Order, Defendants have  
6 specially appeared in this action and have timely asserted a Motion to Dismiss for  
7 Lack of Personal Jurisdiction pursuant to Fed. R. Civ. P. 12(b)(2), prior to the entry  
8 of this Protective Order. Notwithstanding anything to the contrary in this Protective  
9 Order, the Parties stipulate and agree that by executing, and agreeing to the entry of,  
10 this Protective Order, it shall not be argued that any Party has sought "affirmative  
11 relief" in this Court such that any challenge to personal jurisdiction has been  
12 abandoned or waived. Furthermore, all Parties to this Agreement stipulate that they  
13 shall not propound any discovery in this action until the Court has ruled on  
14 Plaintiff's Motion seeking entry of a Protective Order and to conduct merits based  
15 discovery, filed on or about October 14, 2018, unless prior to such ruling the Court  
16 has denied Defendants' motions to dismiss.

17 **VIOLATION OF PROTECTIVE ORDER**

18 31. Any intentional violation of this Protective Order may constitute a  
19 contempt of Court, and be punishable as such, and may subject the offending party  
20 or non-party to such additional and further remedies as may be available to the  
21 aggrieved party or non-party.

22 **AMENDMENT OF PROTECTIVE ORDER**

23 32. This Protective Order may be amended by the written stipulation of the  
24 parties or by the Court upon a showing of good cause.

25 **EXECUTION AND COUNTERPARTS**

26 33. This Order may be executed in one or more identical counterparts, each  
27 of which shall be deemed to be an original, but all of which together shall constitute  
28 one and the same instrument. Facsimile signatures of any Party upon the signature

1 page of this Order shall be binding upon the Parties hereto and may be submitted as  
2 though such signatures were original signatures.

3 DATED: October 25, 2018      LAW OFFICE OF JEFFREY A. COHEN  
4

5 By: s/Jeffrey A. Cohen  
6

7 Jeffrey A. Cohen  
8 Attorney for Plaintiff

9 DATED: October 24, 2018      BAKER & HOSTETLER, LLP  
10

11 By: s/Michael S. Vitale  
12

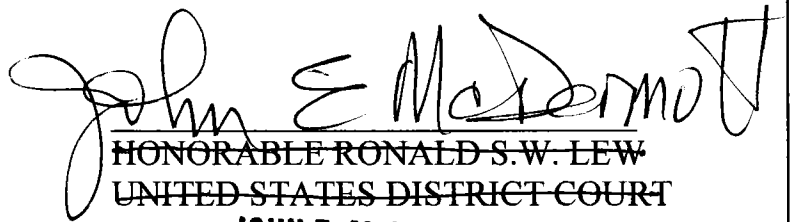
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**ORDER**

Upon consideration of the Stipulated Protective Order submitted by the parties, and good cause appearing therefore, **THE PROTECTIVE ORDER IS HEREBY** entered as an Order of the Court.

DATED: October 26, 2018.

  
~~HONORABLE RONALD S.W. LEW~~  
~~UNITED STATES DISTRICT COURT~~  
**JOHN E. McDERMOTT**  
**UNITED STATES MAGISTRATE JUDGE**

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